



PLASTIC-FREE TREE DESIGN CHALLENGE

OFFICIAL CONTEST RULES, TERMS & CONDITIONS

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS CONTEST

A purchase will not improve chances of winning.

CONSUMER DISCLOSURE

By entering this Promotion, entrants accept and agree to be bound by these Official Rules. Any violation of these rules may result in disqualification. All decisions of the judges regarding this Promotion are final and binding in all respects.

PROMOTION PERIOD

Promotion begins August 1, 2018 9:00 AM EST and ends February 11, 2019 11:59 EST ("Promotion Period"). Online entries must be received by February 11, 2019 11:59 EST. Mail-in entries must be postmarked by February 4, 2019 and received by February 11, 2019.

ELIGIBILITY

This contest (the "Promotion") is only open to any school or organization who educates individuals from kindergarten through 12th grade within the state of Florida. Entries must be made by individuals (i.e. teachers, principals, councilors, parents, etc.) who are at least 18 years old as of the date of entry, except officers, directors, members, and employees of the Sponsor, the judging organization (if applicable), or any other party associated with the development or administration of this Promotion, and the immediate family (i.e., parents, children, siblings, spouse), and persons residing in the



same household, as such individuals. This Promotion is void outside the state of Florida and where prohibited.

HOW TO ENTER

There are two (2) methods of entry:

- (1) Visit <https://www.coralrestoration.org/plastic-free-tree-challenge> during the Promotion Period and follow the instructions to complete and submit the design;
- (2) Mail us the design and photos of the design ("Submission") on the subject "Plastic Free Tree" to Education Program Manager, 89111 Overseas Highway, Tavernier, FL 33070, with your name, schools name, schools address, daytime and evening phone numbers, and e-mail address. Limit: One entry per class /per e-mail address during the Promotion Period. All entrant information, including e-mail addresses, is subject to the respective Privacy Policy of the applicable Sponsor.

WINNER SELECTION AND NOTIFICATION

All entries will be judged by the CRF Restoration and Education team and one potential winner will be chosen on or about March 31, 2019 (the "Judging Date"). The team will evaluate entries based on the following criteria: durability, ease of construction, fiscally plausible, innovativeness, and environmental impact. Any potential winner will be notified by mail, email and/or telephone. If a potential winner cannot be contacted, does not respond within seven (7) days from the date the Sponsor first tries to notify him/her, such potential winner forfeits all rights to win the Promotion or receive the prize, and an alternate potential winner may be selected. Upon contacting a potential winner and determining that he/she has met all eligibility requirements of the Promotion, including without limitation the execution of required waivers, publicity and liability releases and disclaimers, such individual will be declared the "winner" of the Promotion.

PRIZE DESCRIPTION

There will be one (1) winner. The prize is an aquarium tank, provided by Titan Aquatics Exhibits, student driven curriculum for maintenance of the tank, provided by Healthy



Aquatics Marine Institute and the Coral Restoration Foundation, and possible design being implemented in the Coral Restoration Foundation coral nursery.

OWNERSHIP AND LICENSE

All entry materials become the property of the Sponsor and will not be acknowledged or returned. The copyright in any Submission shall remain the property of the entrant, but entry into this Promotion constitutes entrant's irrevocable and perpetual permission and consent, without further compensation or attribution, to use, reproduce, print, publish, transmit, distribute, sell, perform, adapt, enhance, or display such Submission for any purpose, including but not limited to editorial, advertising, trade, commercial, and publicity purposes by the Sponsor and/or others authorized by the Sponsor, in any and all media now in existence or hereinafter created, throughout the world, for the duration or the copyright in the Submission. Sponsor and/or others authorized by the Sponsor shall have the right to edit, adapt, and modify the Submission.

CONSENT AND RELEASE

By entering the Promotion, each entrant releases and discharges the Sponsor, judging organization (if applicable), and any other party associated with the development or administration of this Promotion, their parent, subsidiary, and affiliated entities, and each of their respective officers, directors, members, shareholders, employees, independent contractors, agents, representatives, successors and assigns (collectively, "Sponsor Entities"), from any and all liability whatsoever in connection with this Promotion, including without limitation legal claims, costs, injuries, losses or damages, demands or actions of any kind (including without limitation personal injuries, death, damage to, loss or destruction or property, rights of publicity or privacy, defamation, or portrayal in a false light) (collectively, "Claims"). Except where prohibited:

- (i) Acceptance of a prize constitutes the consent of any winner, without further compensation, to use the name and likeness of such winner and his/her Submission for editorial, advertising and publicity purposes by the Sponsor and/or others authorized by the Sponsor;
- (ii) Acceptance of a prize constitutes a release by any winner of the Sponsor Entities of any and all Claims in connection with the administration of this Promotion and the use, misuse, or possession of his/her Submission or any prize;



- (iii) (Any potential winner may be required to sign an affidavit of eligibility (including social security number) and a liability/publicity/copyright release; and (iv) if prize involves travel or activities, any potential winner and travel companion (if applicable) may be required to execute releases of the Sponsor from any and all liability with respect to participation in such travel/activities and/or use of the prize. Affidavits and releases must be returned within ten (10) days from the date that Sponsor first tries to notify the potential winner. If winner is deemed to be a minor under the jurisdiction of his/her residence, the prize will be awarded in the name of his/her parent or legal guardian who must execute the necessary affidavit and release and, if applicable, must accompany winner on the trip (no additional travel expenses will be awarded should a parent or legal guardian be required to accompany the winner on the trip).

DISCLAIMERS

- (i) Entries that are lost, late, misdirected, incorrect, garbled, or incompletely received, for any reason, including by reason of hardware, software, browser, or network failure, malfunction, congestion, or incompatibility at Sponsor's servers or elsewhere, will not be eligible. In the event of a dispute, entries will be deemed submitted by the authorized account holder of the e-mail address submitted at the time of entry. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet Access Provider, online service provider, or other organization (e.g., business, educational institute) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address.
- (ii) Sponsor, in its sole discretion, reserves the right to disqualify any person tampering with the entry process or the operation of the web site. Use of bots or other automated process to enter is prohibited and may result in disqualification at the sole discretion of Sponsor.
- (iii) Sponsor further reserves the right to cancel, terminate or modify the Promotion if it is not capable of completion as planned, including by reason of infection by computer virus, bugs, tampering, unauthorized intervention, force majeure or technical failures of any sort.
- (iv) Sponsor Entities are not responsible for errors in the administration or fulfillment of this Promotion, including without limitation mechanical, human,



- printing, distribution or production errors, and may modify or cancel this Promotion based upon such error at its sole discretion without liability.
- (v) SPONSOR ENTITIES MAKE NO WARRANTIES, REPRESENTATIONS OR GUARANTEES, EXPRESS OR IMPLIED, IN FACT OR IN LAW, AS REGARDS THIS PROMOTION OR THE MERCHANTABILITY, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE REGARDING ANY PRIZE OR ANY COMPONENT OF ANY PRIZE. (vi) CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS PROMOTION MAY BE A VIOLATION OF CRIMINAL AND/OR CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES) FROM ANY SUCH ENTRANT TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

APPLICABLE LAWS AND JURISDICTION

This Promotion is subject to all applicable federal, state, and local laws and regulations. Issues concerning the construction, validity, interpretation and enforceability of these Official Rules shall be governed by the laws of the State of Florida. All disputes arising out of or connected with this Promotion will be resolved individually, and without resort to class action, exclusively by a state or federal court located in Florida. Should there be a conflict between the laws of the State of Florida and any other laws, the conflict will be resolved in favor of the laws of the State of Florida. All judgments or awards shall be limited to actual out-of-pocket damages (excluding attorneys' fees) associated with participation in this Promotion and shall not include any indirect, punitive, incidental and/or consequential damages.

SPONSORSHIP

This Promotion is sponsored by The Coral Restoration Foundation, 89111 Overseas Highway, Tavernier, FL 33070 (individually and collectively, the "Sponsor").